

EXHIBIT C

FORUM NOBIS PLLC
PROFESSIONAL LIMITED LIABILITY COMPANY
THE LAW OFFICE OF AARON MARR PAGE, ESQ.

1629 K Street NW, Suite 300
Washington D.C. 20006
(202) 618-2218

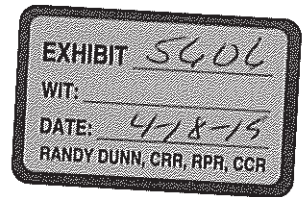


EXHIBIT
PX 9101

Aaron Marr Page
Managing Attorney
Direct Dial: (202) 251 2218
aaron@forumnobis.org

PRIVILEGED & CONFIDENTIAL
LAWYER-CLIENT COMMUNICATION

January 10, 2011

Steven R. Donziger
Law Offices of Steven R. Donziger, P.C.
245 W. 104th Street, #7D
New York, NY 10025
sdonziger@gmail.com

Re: Updated Engagement Letter

Dear Steven:

In light of increasing complexity in the *Aguinda* environmental litigation in the Superior Court of Nueva Loja and related proceedings in Ecuador, the United States, and internationally (collectively, the "Chevron Litigation"), this letter will update and clarify our agreement as to the terms of my ongoing and future-going engagement. This letter supplements, and supersedes only where necessary, the terms we previously discussed and agreed to earlier this year as set forth in my letter to you of March 10, 2010 (attached for your convenience).

- 1) Nature and Scope of Representation. I will continue to be available to represent and assist you in any and all aspects of the Chevron Litigation, at your direction, on behalf of yourself and, pursuant to your authority as representative, on behalf of the affected clients in the Chevron Litigation, including but not limited to the named plaintiffs in the *Aguinda* action,¹ their agents Luis Yanza and Pablo Fajardo Mendoza,

¹ The named plaintiffs in the *Aguinda* action are: Daniel Carlos Lusitand Yaiguaje, Venancio Freddy Chimbo Grefa, Miguel Mario Payaguaje Payaguaje, Teodoro Gonzalo Piaguaje Payaguaje, Simon Luistande Yaiguaje, Armando Wilmer Piaguaje Payaguaje, Javier Piaguaje Payaguaje, Fermin Piaguaje, Luis Agustin Payaguaje Piaguaje, Emilio Martin Lusitande Yaguaje, Reinaldo Lusitande Yaiguaje, Maria Victoria Aguinda Salazar, Carlos Grega Huatatoca, Cataline Antonia Aguinda Salazar, Lidia Alexandra Aguinda Aguinda, Clide Ramiro Aguinda Aguinda, Luis Armandao Chimbo Yumbo, Beatriz Mercedes Grefa

Steven R. Donziger
Updated Engagement Letter
January 10, 2011
Page 2 of 3

the Frente de Defensa de Amazonía, the Asamblea de Afectados, and Selva Viva (collectively, the “Affected Clients”). In light of new challenges, we hereby agree that I will take steps to secure additional authority from the Affected Clients to represent and assist them directly and independently from my representation of you to the extent I deem necessary in light of my professional responsibilities.

- 2) Potential for Conflict of Interest. We continue to agree that your interests and the interests of the Affected Clients are almost entirely aligned such that I have justifiably concluded in good faith that I can properly represent the interests of you and them simultaneously. At the same time, we have identified, and may continue to identify, some limited areas in which my representation of you may be restricted by my current and/or future representation of them, specifically with respect to the sharing of information in light of concerns about confidentiality and privilege. This letter confirms our agreement that my representation of you may be restricted as articulated in this letter. To the degree that such restrictions would be deemed a withdrawal of representation of you, we agree that such withdrawal would not prejudice your interests in any substantial respect. If a conflict does arise that threatens to significantly compromise my representation of you or of the Affected Clients, I will consult with you and/or with them and will modify or withdraw my representation of you and/or them as I deem necessary in light of my professional responsibilities.
- 3) Privilege and Confidentiality. Due to existing and potential future orders of the court in the 28 U.S.C. § 1782 action against you, we hereby agree that it may on occasion be necessary for me to refrain from sharing with you information about the Chevron Litigation that is provided to me by the Affected Clients or their counsel, advisors, experts, or other case-related agents or associates, in order to preserve the confidentiality and/or privileged status of that information. We hereby agree that we still firmly believe that our confidential communications related to the Chevron Litigation are fundamentally within the scope of the attorney-client privilege and will seek to assert and maintain that privilege to the maximum extent permitted by law.
- 4) Jurisdiction. Unchanged from engagement letter of March 10.

Tanguila, Lucio Enrique Grefa Tanguila, Patricio Wilson Aguinda Aguinda, Patricio Alberto Chimbo Yumbo, Angel Amanta Milan, Franciso Matias Alvarado Yumbo, Olga Gloria Grefa Cerda, Narcisa Tanguila Narvaez, Bertha Yumbo Tanguila, Lucrecia Tanguila Grefa, Francisco Victor Tanguila Grefa, Rosa Teresa Chimbo Tanguila, Maria Clelia Reascos Revelo, Heliodoro Pataron Guaraca, Maria Viveros Cusangua, Lorenzo Jose Alvarado Yumbo, Franciso Alvarado Yumbo, Jose Gabriel Revelo Llore, Luisa Delia Tanguila Narvaez, Jose Miguel Ipiales Chicaiza, Hugo Gerardo Camacho Naranjo, Maria Magdalena Rodriguez, Elias Payahuaje Payahuaje, Lourdes Beatriz Chimbo Tanguila, Octavio Cordova Huanta, Celia Irene Vivero Cusangua, Guillermo Payaguaje Lucitande, Alfredo Payaguaje, and Delfin Payaguaje.

Steven R. Donziger
Updated Engagement Letter
January 10, 2011
Page 3 of 3

5) Fees and Expenses.

- a. *Retainer Fee.* Unchanged from engagement letter of March 10. I will continue to consider discounting the \$5,000 monthly retainer when I consider it warranted by circumstances, as on my most recent bill.
- b. *Recorded Hours.* Unchanged from engagement letter of March 10. I will continue to record my hours in case circumstances warrant appropriate hourly compensation in place of the retainer.
- c. *Expenses.* Unchanged from engagement letter of March 10, with the addition of the following paragraph pertaining to insurance reimbursement.
- d. *Personal Legal Expenses.* We hereby agree that you will reimburse me for expenses for counsel in the event that I require individual counsel in connection with the Chevron Litigation, including without limitation counsel to represent me in resisting any discovery request that Chevron might interpose to me personally.
- e. *Billing.* We agree that I will continue to bill you directly and that you will manage any and all further procedures for the disbursement of funds. I will continue to bill you quarterly or as we mutually determine to be convenient.

6) Modification. We may modify or update these terms of engagement by mutual agreement at any time and for any reason.

Your signature below will confirm your agreement to the understandings set forth in this updated engagement letter. Do not hesitate to contact me at 202-251-2218 with any questions.

Very truly yours,


Aaron Marr Page

AGREED AND ACCEPTED:

Steven R. Donziger
January __, 2010

